

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-14-65856

HUD# 07-14-0485-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

CAROL J. WILSEY

305 Morgan Street

Keokuk, Iowa 52632

COMPLAINANT

CHERYL STEPHENS

605 High Street Apartment 1

Keokuk, Iowa 52632

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent failed to provide a reasonable accommodation by refusing to waive her \$250 non-refundable “pet deposit” policy for an assistance animal and this resulted in different terms, conditions, or privileges of rental, based on disability. Respondent owns and manages the subject property, a four-family conversion, located at 604 High Street, Apartment 1, Keokuk, Iowa 52632.

A complaint having been filed by Complainant against Respondent with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondent acknowledges the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondent acknowledges the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

4. Respondent acknowledges the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

5. Respondent acknowledges her obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals - defined as service animals, emotional support animals, or companion animals – are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Respondent acknowledges that allowing an assistance animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law. Under the FHA and ICRA, an assistance animal qualifies as a reasonable accommodation if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Housing providers cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Respondent acknowledges she will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondent may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondent may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondent acknowledges a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

8. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondent Carol Wilsey agrees she will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

New Policy and Practice

12. For all residential rental properties owned and managed, now and in the future, Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. § 3601 et seq.

Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement to send documentation to the Commission detailing Respondent's said procedures with a copy of their reasonable accommodation policy and applicable forms.

Respondent shall inform all applicants and occupants that they may request reasonable accommodations of Respondent's rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondent shall inform them of their ability to seek reasonable accommodations.

Respondent shall adopt a Reasonable Accommodation Policy for Persons with Disabilities in a form substantially equivalent to Attachment 1. Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondent shall provide written notice of those standards, procedures and forms to each current and future resident who has requested an accommodation.

Respondent shall use the following forms:

- Request for Reasonable Accommodation (Attachment 2), or
- Oral requests for reasonable accommodations shall be recorded by Respondent's employees or agents using the "Request" form,
(Attachment 3)
- Approval or Denial of Reasonable Accommodation Request

(Attachment 4)

Relief for Complainant

13. Respondent agrees all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainant agrees to follow Respondent's rules and regulations and lease contract.

Complainant agrees to follow the City of Keokuk Ordinances pertaining to animals. Complainant's assistance dog will not be allowed at 604 High Street until Complainant provides Respondent with proof that the City of Keokuk has issued her assistance dog a rabies tag and City License tag. Complainant will ensure that her assistance dog wears the rabies tag and City License tag at all times while residing at 604 High Street. Complainant will follow the City of Keokuk leash law and not let her assistance dog be at large. Complainant's failure to follow the City of Keokuk Ordinances pertaining to animals could result in discipline up to and including eviction.

Complainant agrees she is solely responsible for the conduct of her assistance dog. Complainant agrees to immediately remove all fecal matter from Respondent's property and properly dispose of it.

14. If on or before July 1, 2014, Complainant provides a copy of this signed Settlement Agreement to the Respondent and the Commission, Respondent agrees to return Complainant's \$250 pet deposit as a \$250 credit to Complainant's July 2014 rent. Complainant agrees to pay the \$150 balance owed for July rent per the terms of her lease agreement. Should Complainant fail to sign and return this Agreement on or before July 1, 2014, Complainant will owe full rent of \$400 for July 2014 rent. If Complainant's rent is not paid on time per the terms of her lease agreement, Complainant agrees to all pay late fees as outlined in her lease agreement. If Complainant signs this lease Agreement after July 1, 2014, but prior to August 1, 2014, Respondent will credit return Complainant's \$250 pet deposit as a \$250 credit to Complainant's August 2014 rent.

15. As consideration for Complainant executing this Agreement, if Complainant provides written notice to Respondent by the 24th of the month that she plans to vacate her apartment by the last day of that month, Respondent will agree to release Complainant from the terms of their rental agreement effective the first day of the following month. Respondent agrees to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondent agrees not to seek any monies from

Complainant for terminating her rental agreement prior to the October 7, 2014 expiration date as long as she gives timely written notice and outlined above.

Example: If on July 24, 2014, Complainant gives written notice to Respondent that she intends to move out on or before July 31, 2014, Respondent will release Complainant from the terms of their rental Agreement effective August 1, 2014. Complainant would not be responsible for rent from August 1, through October 7, 2014.

Complainant agrees that she will vacate Apartment 1 no later than October 7, 2014, and understands that Respondent will not renew her lease Agreement. In the event Complainant fails to vacate Apartment 1 on or before October 7, 2014, she shall be considered a tenant holding over at the end of a lease term and Respondent shall be permitted to proceed with any action necessary to remove her from Apartment 1, including pursuit of an action for Forcible Entry and Detainer.

Once Complainant has vacated the subject property, Respondent agrees to do a check-out of the rental unit, with Complainant and her representative present, to confirm that it has been turned over to Respondent in good condition and without damage; normal wear and tear excepted. Respondent agrees to follow the provisions of Iowa Code § 562A.12 Uniform Residential Landlord and Tenant Law.

Within seven (7) days of disbursing the rental deposit monies, Respondent agrees to submit a written report to the Commission, detailing any charges deducted from Complainant's rental deposit for cleaning or damage to Apartment 1.

Reporting and Record-Keeping

16. Respondent shall forward to the Commission objective evidence of the successful completion of fair housing training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.

17. Within thirty (30) days of the execution of this Settlement Agreement, Respondent shall submit a written report to the Commission detailing Respondent's reasonable accommodation procedures with a copy of their reasonable accommodation policy and applicable request forms, as objective evidence

that Respondent has adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable accommodation, as evidence of compliance with Term 12 of this Agreement.

18. Within seven (7) days of Complainant vacating the subject apartment Respondent agrees to submit a written report to the Commission, verifying the amount of the rental deposits returned to Complainant with a copy of the check. In addition, the report will also detail any charges deducted for cleaning or damage to the subject apartment, as evidence of compliance with Term 15 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Carol J. Wilsey, RESPONDENT

Date

Cheryl Stephens, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Value of Settlement Agreement to Complainant \$250 (returned pet deposit)